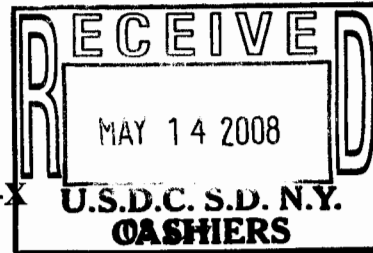


08 CIV 45067

Martin F. Casey, (MFC-1415)
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(212) 286-0225
Attorneys For Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
ALUFLAM NORTH AMERICA LLC



Plaintiff,

COMPLAINT

- against -

CONTINENTAL AIRLINES, INC.

Defendant.
-----X

Plaintiff, ALUFLAM NORTH AMERICA, LLC, by its attorneys, Casey & Barnett, LLC,
for its complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 USC § 1331.

2. Plaintiff, ALUFLAM NORTH AMERICA LLC, is a corporation with an office and place of business located at PO Box 16863, Irvine, CA 92623 and is the cargo owner and receiver of a certain consignment of Aluminum Construction Frames, as more fully described below.

3. Defendant, Continental Airlines, Inc., is a corporation with an office and place of business located at PO Box 4607, Houston, Texas 77210 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for physical damage to a consignment consisting of 2 pieces Aluminum Construction Frames, with a weight of 1,835 kilograms, which were delivered to the defendant in good order and condition to be carried from Vilnius, Lithuania to Miami, Florida via Newark, New Jersey pursuant to Continental Cargo air waybill number 005-7371-5526 dated July 5, 2006.

5. When the consignment arrived in Miami on or about July 14, 2006 it was determined to have sustained physical damage.

6. The damage was caused solely by the negligence and carelessness of the defendants, its employees, contractors and servants, without any negligence on the part of plaintiff.

7. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to Continental within the time set forth in the Convention.

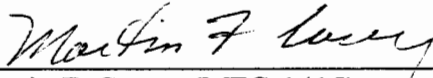
8. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other persons or parties who may now have or hereinafter acquire an interest in this action.

9. By reason of the foregoing, plaintiff has been damaged in the amount of \$11,387.93 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$11,387.93, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
May 14, 2008
228-28

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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